

the bank by up to twenty-four (24) hours. Upon termination of employment, an employee shall be paid in a lump sum for all hours remaining in the leave bank, at the employee's final straight-time rate. In the event that an employee leaves City employment with an overdrawn leave bank, the employee shall reimburse the City for the deficit, at the employee's final straight-time rate.

Section 16A.3 Holiday During Vacation

In the event any of the holidays specified in subsection 16A.1 occurs while an employee is on vacation, the holiday shall not be charged to vacation.

Section 17. Leaves

Section 17.1 Sick Leave

(a) Purpose. Sick leave shall not be considered a privilege which an employee may use at his or her discretion, but shall be allowed in case of necessity and actual sickness or disability, except as provided in paragraph (5) of subsection (b).

(b) Rate and conditions of accrual and utilization of sick leave

(1) For full-time employees, sick leave shall be accrued at the rate of eight hours for each calendar month of service, except as provided in paragraph (3). Employees on a 56-hour workweek shall accrue sick leave at a rate of 12 hours for each calendar month, except as provided in paragraph (3).

(2) There shall be no limitation on the amount of sick leave the employees of this bargaining unit may accumulate.

(3) Sick leave, vacation leave, and holiday leave shall not accrue when the employee is on leave without pay. When the employee is on leave for a period of thirty or more consecutive calendar days due to sickness or disability, sick leave shall not accrue.

(4) Employees of this bargaining unit shall be eligible to utilize sick leave upon accrual.

(5) In the event sick leave is taken by an employee instead of a leave of absence for industrial disability granted by state law where there is a bona fide dispute as to whether the disability is industrial, and such dispute is resolved in favor of the employee, any sick leave which was erroneously deducted from the employee's accumulated sick leave shall be restored to the employee.

(6) Procedure. In order to receive compensation while absent on sick leave, the employee shall notify an immediate superior or the department prior to the starting time, or as soon as City offices are open, if reasonably possible. If an employee becomes ill while away from the employee's residence, the employee shall notify a supervisor of the location, including address and telephone number.

(7) Signed Statement. When an employee has been absent on sick leave, upon return to work the employee shall submit to the department head a personally signed statement indicating the nature of the illness, injury, or disability. Such statement shall be on a form prescribed by the City for such purpose.

(8) Medical certificate. When an employee returns after an absence on sick leave for any amount of time, the department head may require the employee to submit a certificate signed by a licensed physician indicating the nature of the illness, injury, or disability, in addition to the signed statement required pursuant to paragraph (7). The City agrees to pay for the cost of obtaining said certificate to the extent that the employee's health insurance does not do so. The employee shall make every effort to take advantage of available insurance coverage.

(9) Availability for notification.

(a) An employee who is absent on sick leave is expected to be available to answer telephone calls related to the illness, injury, disability, or work-related matters. No employee shall refuse to answer a telephone call from a supervisory employee for that purpose.

(b) If the employee has previously been counseled or warned in writing by the supervisor regarding abuse of sick leave, the employee shall be available to receive visits from a supervisor related to the illness, injury, or disability or work-related matters. No such employee shall refuse to receive a visit from a supervisory employee for such purposes.

(10) Suspension of sick leave. When, in the sole opinion of the City Council, a job action exists, it shall have the authority to suspend the use of sick leave benefits for the duration of the job action, retroactive to the beginning of such job action. The City Manager shall have the sole discretion to grant exceptions for employees the Manager believes to have been ill or injured prior to the job action. As used herein, "job action" includes, but is not limited to, any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment, or to perform customary duties due to any labor dispute, or any concerted refusal to appear at any assigned work station because of claimed or asserted

sicknesses or disabilities.

(11) Sick leave on holidays. If an employee is absent on paid sick leave and a holiday occurs during such absence, the day shall be treated as a holiday taken and such pay shall not be charged against the employee's sick leave credit.

(12) Sick leave pay on termination. In the event an employee's employment with the City is terminated as a result of retirement, death or abolition of position, the following amount of unused sick leave shall be paid on termination of employment:

(a) Employees who have completed twenty (20) or more years of City service as a full-time employee: fifty percent (50%) of unused sick leave, or eight hundred (800) hours, whichever is less;

(b) Other employees: fifty percent (50%) of unused sick leave, or six hundred (600) hours, whichever is less.

(13) Family sick leave. Upon the approval of the department head, an employee may use leave time as allowed by state and federal law (presently one half of earned time [48 hours]), when illness of a person of the employee's immediate household, or immediate family as defined in Section 17.3 normally residing within

the employee's immediate household, or when the illness of the employee's husband, wife, son, daughter, mother or father, not normally residing within the employee's immediate household requires the employee to take care of such sick person.

Section 17.2 Leave of Absence

(a) The City Manager may grant a regular employee a leave of absence without pay or benefits not to exceed 1 year. A request for such leave shall be in writing and shall be approved or denied by the City Manager in writing.

(b) The City Manager may terminate such leave of absence prior to the scheduled expiration of the leave upon notice to return to duty if the Manager determines that the circumstances justifying the leave do not exist or if the needs of the City justify termination of the leave.

(c) Upon expiration of a regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge.

Section 17.3 Bereavement Leave

(a) In the event of a death in the immediate family of an employee, the employee shall, upon written request, be granted such time off, with pay, as is necessary to make arrangements for the funeral and attend same, not to exceed three regularly scheduled work days. This provision shall not apply if the death occurs while the employee is on leave of any kind other than vacation or compensatory time off. Only in the event that the funeral takes place at a location more than 150 miles away from the City of San Bruno will reasonable time off for travel be allowed, not to exceed one regularly scheduled work day for travel in each direction.

(b) For the purposes of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, mother of domestic partner, father-in-law, father of domestic partner, grandparents, grandchild, stepchild, child of domestic partner, and stepparent.

(c) Bereavement leave applies only in the instance in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for any other purpose, such as settling the estate of the deceased.

(d) The City Manager may grant bereavement leave for deaths of other persons if the Manager determines that special circumstances are applicable. In addition, an employee may use sick leave, subject to the same limitations as

Bereavement Leave, upon the death of an aunt, uncle, nephew, niece, great-grandchild, great-grandparent, or other person with the approval of the department head.

Section 17.4 Management Leave

(a) The following positions are classes where compensation is on the basis of responsibility carried rather than time spent on the job. Since these employees are not eligible for overtime compensation, 60 hours of management leave per fiscal year is authorized. No compensation shall be due to the employee for management leave should the employee leave the service of the City or be terminated.

Accountant
Assistant Director (Finance/Library Services)
Assistant/Associate Engineer
Assistant/Associate Planner
Building Official
CATV Business Manager
CATV Programming Coordinator
CATV System Engineer
Children's Services Manager
Deputy Public Works Director (A&E/M&O)
Financial Services Supervisor
Housing & Redevelopment Manager
Information Technology Analyst
Library Services Manager
Management Analyst I/II
Maintenance Services Manager
Recreation Services Manager
Recreation Services Supervisor
Technical Services Librarian

(b) Accrual over 60 hour limit. FLSA-exempt employees receiving 60 hours of Management Leave are eligible for consideration of additional hours of Management Leave up to a total of 80 hours per year based on demonstrated work performance. A determination that an employee is eligible to receive additional hours of Management Leave shall be submitted by the department head to the City Manager after the employee has demonstrated work performance. The approval of the City Manager shall be final and not subject to the grievance procedure.

(c) Maximum Accumulation. Employees accruing management leave may accumulate up to a maximum of twice the employee's annual accrual rate. Employees who accrue above this maximum must take the excess leave within 30 days after exceeding the accrual.

(d) Annual Buyout Option. The City will allow an employee to buy out any management leave hours on a once per year basis; such credits will be paid in the first pay period of December. Credits available for buyout will be those accumulated as of November 20th.

Section 17.5 Vacation

Employees in classifications set forth in Appendix "A" shall accrue vacation at the following rate:

| <u>Years of Service</u> | <u>Hours of Accrual (Biweekly)</u> |
|-------------------------|------------------------------------|
| 0 - 5 years | 3.078 hours |
| 6 - 10 years | 4.615 hours |
| 11th year | 4.925 hours |
| 12th year | 5.229 hours |
| 13th year | 5.538 hours |
| 14th year | 5.848 hours |
| 15th year | 6.152 hours |
| 16-20 years | 6.460 hours |
| 21-24 years | 6.770 hours |
| 25th year or more | 7.080 hours |

(1) The maximum accumulation of vacation shall be 280 hours, except as otherwise provided in this Section.

(2) All employees covered under this MOU may accumulate up to 320 hours of vacation entitlement once every five (5) years, for a specific event and with prior approval of the City Manager.

(3) It is the responsibility of the employee to make sure that his or her maximum accumulation is not exceeded. An employee whose vacation leave balance exceeds 280 hours as of March 12, 2001, will have the hours in excess of 280 transferred to a separate account. Such employee will have six months to develop a plan for using the balance in this account. Any hours not used will be paid to the employee at the employee's hourly rate as of March 12, 2001.

(4) The City Manager may require an employee to use a maximum of 80 hours vacation leave in a calendar year to the extent such vacation leave has been accumulated, and to the extent that such employee has not taken at least 60 hours of vacation leave, or administrative leave and compensatory time when combined with vacation leave within the previous 12 months.

Section 17.6 Military Leave

(a) Except as provided in subsection (b), military leave shall be granted in accordance with the provisions of state law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations to determine when such leave shall be taken.

(b) No employee who is entitled to a temporary military leave of absence

pursuant to the Military and Veterans Code shall be entitled to salary or compensation from the City for the period of such leave. Any employee who is going to take such leave shall, not less than 7 days prior to the date of commencement of the leave, report to the Director of Finance in writing the employee's name, department, name and location of military unit, dates when military leave will be taken, and place where such employee will be stationed during such leave. The employee shall also report the estimated amount of salary or compensation the employee expects to receive for such military duties. Upon return from temporary military leave, the employee shall either (1) assign to the City the military paycheck, in which case the employee's next City paycheck would be in the amount to which the employee would have been entitled without deduction on account of military leave; or (2) present to the City a pay voucher signed by the appropriate military authorities indicating the amount of salary or compensation received for such temporary military leave, in which case the employee's next City paycheck shall reflect a deduction from the amount to which the employee would have otherwise been entitled in the amount of the military salary or compensation for the temporary leave.

Section 17.7 Industrial Disability Leave

(a) Public safety personnel. Industrial disability leave for personnel in the police and fire departments shall be governed by Section 4850 of the Labor Code as presently constituted or subsequently amended.

(b) Other personnel. Except for employees covered under subsection (a), any regular employee of the City who has suffered any disability arising out of or in the course of employment, as defined by the workers' compensation laws of the State of California, shall be entitled to disability leave while so disabled without loss of compensation for the period of such disability to a maximum of 60 days. Such disability leave with pay may be extended by the City Manager not to exceed one year. The City Manager may call for medical examinations as frequently as he/she deems necessary to confirm the continuing disability. The examinations shall be performed by a physician selected by the City. The City may terminate industrial disability leave if a disability retirement is initiated.

Section 17.8 Jury Duty Leave, Leave for Court Appearances

(a) Any employee who is called to serve as a trial juror shall be entitled to leave during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid the difference between full salary and any payment received, except travel pay, for such duty.

(b) When, in the opinion of the department head, or of the City Manager where the employee is a department head, an employee's absence from duty would pose an

undue burden or hardship upon the efficient operation of the department, the department head or the City Manager may request relief from the appropriate agency for the employee serving as a juror.

(c) An employee who has been subpoenaed as a witness in an official City capacity shall be paid the employee's regular salary, less any witness fee received.

Section 17.9 Catastrophic Leave

Employees of this bargaining unit may voluntarily donate vacation leave, holiday leave and compensatory time off to a common bank from which other employees in the bargaining unit may draw in case of their personal illness when they have exhausted sick leave. Catastrophic illness or injury shall be defined for this purpose to mean a life threatening or debilitating illness or injury. The City may require that the catastrophic nature of the condition be confirmed by a doctor's report. Donated leave will be credited to the receiving employee's sick leave balance on an hour for hour basis and shall be paid at the rate of pay of the receiving employee.

Section 18. Health and Welfare

Section 18.1 Health and Welfare Trust Fund

For purposes of providing health and welfare benefits for regular full-time and permanent part-time employees subject to this MOU the City shall contribute an agreed upon amount to the "Teamsters Local Union No. 856 Health and Welfare Fund" on a monthly basis on behalf of each eligible employee for actual costs incurred by such Fund to provide and maintain as existing levels of coverage hospital, medical, dental care, prescription drugs, vision care, and retiree health benefits.

(a) Effective 11/1/01 the City will contribute up to \$616.00 per month per employee toward Health and Welfare coverage, upon receipt of documentation of cost increases from the Teamsters Health and Welfare Trust Fund.

(b) Effective 11/1/02, the City's monthly contribution may increase by up to four percent (4%) upon receipt of documentation of cost increases.

(c) Effective 11/1/03, the City's monthly contribution may increase by up to four percent (4%) upon receipt of documentation of cost increases.

(d) In recognition that the current contribution rate for health & welfare premiums is \$38.00 lower than the projected \$616.00 rate level for year 2001, the City agrees allow this \$38.00 carryover credit balance to be used to offset future premium increases which may exceed the identified annual 4% adjustments. This continues the process of providing for a carryover credit when actual costs required by the Fund do not exceed the